

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

VIGILANT INSURANCE COMPANY, as  
subrogee of John and Mary Rundle,

Plaintiff,

v.

TECHTRONIC INDUSTRIES, CO. LTD.;  
TECHTRONIC INDUSTRIES NORTH  
AMERICA, INC.; ONE WORLD  
TECHNOLOGIES, INC.; RYOBI ELECTRIC  
TOOL MFG., INC.; JOHN DOE  
INDIVIDUALS 1-10; and JOHN DOE  
ENTITIES 1-10,

Defendants.

Case No. \_\_\_\_\_

**NOTICE OF REMOVAL OF ACTION  
UNDER 28 U.S.C. § 1441(b)  
(DIVERSITY)**

PLEASE TAKE NOTICE THAT Defendants Techtronic Industries North America, Inc., and One World Technologies, Inc., ("Defendants") hereby give notice of removal of the above-entitled civil action from the Superior Court of the State of Washington, County of Clark, Case No. 18-2-05153-7, to the United States District Court for the Western District of Washington, Tacoma Division. Removal of this case is authorized under 28 U.S.C. § 1441(b) based upon the following facts:

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1 **PROCEDURAL HISTORY**

2 1. On or about March 13, 2018, Plaintiff Vigilant Insurance Company  
3 commenced an action against Defendants by filing a summons and complaint in the  
4 Clark County Superior Court. True and correct copies of the summons and complaint  
5 are attached hereto as **Exhibit A**.

6 2. As of the date of filing of this Notice of Removal, no other pleadings,  
7 process, or orders have been filed in the Superior Court, and no discovery or  
8 substantive proceedings have been conducted in the Superior Court.

9 3. To Defendants' knowledge, as of the date of filing of this Notice of  
10 Removal, defendants Techtronic Industries Co., Ltd., and Ryobi Electric Tool Mfg., Inc.,  
11 have not been served with process and have not otherwise appeared in this action.  
12 Accordingly, their joinder in this Notice of Removal is not required. *See Destfino v.*  
13 *Reiswig*, 630 F.3d 952, 955 (9th Cir. 2011).

14 **JURISDICTION**

15 4. Under 28 U.S.C. § 1332, this Court has original jurisdiction of this civil  
16 action based on diversity of citizenship of the parties, and Defendants may remove the  
17 action to this Court pursuant to 28 U.S.C. § 1441(b). This is the district and division  
18 embracing the place where the state court action is pending.

19 **DIVERSITY OF CITIZENSHIP**

20 5. At the time the action was filed in state court, Plaintiff was, and as of the  
21 date of filing of this Notice of Removal remains, incorporated in the State of New York  
22 with its principal place of business in New York, New York. (Ex. A, Complaint, at ¶ 2.)

23 6. At the time the action was filed in state court, Techtronic Industries North  
24 America, Inc. was, and as of the date of filing of this Notice of Removal remains,  
25 incorporated in the State of Delaware with its principal place of business in Anderson,  
26 South Carolina.

7. At the time the action was filed in state court, One World Technologies, Inc. was, and as of the date of filing of this Notice of Removal remains, incorporated in the State of Delaware with its principal place of business in Anderson, South Carolina.

8. At the time the action was filed in state court, unserved defendant Techtronic Industries Co., Ltd. was, and as of the date of filing of this Notice of Removal remains, incorporated in Hong Kong with its principal place of business in Hong Kong.

9. On information and belief, unserved defendant Ryobi Electric Tool Mfg., Inc. is no longer in existence. As reflected in the records of the Secretary of State for the State of Delaware, defendant Ryobi Electric Tool Mfg., Inc. was at one time incorporated in Delaware; however, as of the date of filing of this Notice of Removal, it has been merged out of existence. A true and correct copy of the Entity Status Report maintained by the Delaware Secretary of State for Ryobi Electric Tool Mfg., Inc. is attached hereto as **Exhibit B**.

**AMOUNT IN CONTROVERSY**

10. While Defendants deny any liability as to Plaintiff's claims, Plaintiff asserts in its Complaint that it is seeking to recover "no less than \$1,363,520.31" in this action, well in excess of the \$75,000 jurisdictional minimum. (Ex. A, Complaint, at ¶ 19.)

11. As shown herein, the requirements of 28 U.S.C. § 1332 are satisfied, as there is complete diversity among the parties, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. Accordingly, this action is properly removable to federal court pursuant to 28 U.S.C. §§ 1332 and 1441(a).

## **TIMELINESS OF REMOVAL**

12. Plaintiff's action commenced with the filing of a summons and complaint on March 13, 2018. These documents were served on Defendants on April 11, 2018. Under 28 U.S.C. § 1446, Defendants' Notice of Removal is timely because it is filed

1 within 30 days of Defendants' receipt of the Complaint and within one year of the  
2 commencement of this action. See *also* 28 U.S.C. § 1441(b).

3 **SERVICE OF NOTICE OF REMOVAL ON STATE COURT**

4 13. Promptly following the filing of this Notice of Removal in the United States  
5 District Court for the Western District of Washington, the undersigned will give counsel  
6 for Plaintiff written notice of such filing. A true and correct copy of this notice form is  
7 attached hereto as **Exhibit C** (without attachments). Written notice will also be filed  
8 with the Clerk of the Clark County Superior Court. A true and correct copy of this notice  
9 form is attached hereto as **Exhibit D** (without attachments).

10  
11 DATED: May 10, 2018

12 COSGRAVE VERGEER KESTER LLP

13  
14 ***s/ Timothy J. Fransen***

15 Timothy J. Fransen, WSBA #51110  
16 [tfransen@cosgravelaw.com](mailto:tfransen@cosgravelaw.com)  
17 888 SW Fifth Avenue, Suite 500  
18 Portland, OR 97204  
19 Telephone: (503) 323-9000  
20 Fax: (503) 323-9019

21 Attorneys for Defendants Techtronic  
22 Industries North America, Inc., and One  
23 World Technologies, Inc.  
24  
25  
26

**CERTIFICATE OF SERVICE**

I hereby certify that on May 10, 2018, I electronically filed the foregoing **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441(b) (DIVERSITY)** with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

Elizabeth J. Myers  
Cozen O'Connor  
999 Third Avenue, Suite 1900  
Seattle, WA 98104  
[lmyers@cozen.com](mailto:lmyers@cozen.com)  
Attorneys for Plaintiff

DATED: May 10, 2018

**s/ Timothy J. Fransen**  
Timothy J. Fransen

2 pgs.

**E-FILED****03-13-2018, 12:43****Scott G. Weber, Clerk  
Clark County**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR CLARK COUNTY

VIGILANT INSURANCE COMPANY, as  
subrogee of John and Mary Rundle,

Plaintiff,

v.

TECHTRONIC INDUSTRIES, CO. LTD;  
TECHTRONIC INDUSTRIES NORTH  
AMERICA, INC; ONE WORLD  
TECHNOLOGIES, INC.; RYOBI ELECTRIC  
TOOL MFG., INC; JOHN DOE INDIVIDUALS  
1-10; and JOHN DOE ENTITIES 1-10,

Defendants.

**NO. 18-2-05153-7**

**SUMMONS**

**TO THE DEFENDANT: ONE WORLD TECHNOLOGIES, INC.**

A lawsuit has been started against you in the above-entitled court by Vigilant Insurance Company, as subrogee of John and Mary Rundle. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within sixty (60) days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled

SUMMONS - I

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(206) 340-1000

1 to what it asks for because you have not responded. If you serve a notice of appearance on the  
2 undersigned person, you are entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with the court. If you do so, the  
4 demand must be in writing and must be served upon the person signing this summons. Within  
5 fourteen (14) days after you serve the demand, the plaintiff must file this lawsuit with the court,  
6 or the service on you of this summons and complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
8 so that your written response, if any, may be served on time.

9 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
10 State of Washington.  
11

12 DATED this 13<sup>th</sup> day of March, 2018.  
13

14 COZEN O'CONNOR

15  
16 By: 

17 Elizabeth J. Myers, WSBA No. 49448  
18 E-mail: [jmyers@cozen.com](mailto:jmyers@cozen.com)  
19 Attorneys for Plaintiffs  
20  
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SUMMONS - 2

LEGAL34746469U

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9 pgs.

**E-FILED****03-13-2018, 12:43****Scott G. Weber, Clerk  
Clark County**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR CLARK COUNTY

VIGILANT INSURANCE COMPANY, as  
subrogee of John and Mary Rundle,

Plaintiff,

v.

TECHTRONIC INDUSTRIES, CO. LTD;  
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AMERICA, INC; ONE WORLD  
TECHNOLOGIES, INC.; RYOBI ELECTRIC  
TOOL MFG., INC; JOHN DOE INDIVIDUALS  
1-10; and JOHN DOE ENTITIES 1-10,

Defendants.

NO. 18-2-05153-7

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff Vigilant Insurance Company, as subrogee of John and Mary Rundle (collectively "Plaintiff"), by and through their attorney of record, and complaining against defendants Techtronic Industries, Co., LTD., Techtronic Industries North America, Inc., One World Technologies, Inc., Ryobi Electric Tool Mfg., Inc., John Doe Individuals 1-10, and Jane Doe Entities 1-10 (collectively "Defendants"), states as follows:

**I. JURISDICTION AND VENUE**

1. At all relevant times, John and Mary Rundle were owners of the residence located at 4108 Northwest McIntosh Road, Camas, Washington 98607.

COMPLAINT FOR DAMAGES -1

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1           2.     Plaintiff Vigilant Insurance Company ("Vigilant") is a New York corporation  
2 with its principal place of business at New York, New York.

3           3.     The Rundles are insureds of Vigilant Insurance Company under both  
4 Homeowners and Automobile insurance policies.

5           4.     Upon information and belief, Defendant Techtronic Industries Co., LTD. ("TTI")  
6 is a Hong Kong corporation, with its principal place of business at Hong Kong. TTI is a multi-  
7 national manufacturer of power tools and other consumer products. TTI does substantial  
8 business in the United States and Washington State through several wholly-owned American  
9 subsidiaries and owns the exclusive right to market Ryobi-brand power tools in the United  
10 States.

11           5.     Upon information and belief, Defendant Techtronic Industries North America,  
12 Inc., ("TTI-NA") is a Delaware corporation with its principal place of business at Anderson,  
13 South Carolina, that manufactured, distributed, designed, fabricated, and sold or otherwise  
14 placed into the stream of commerce in Washington the Ryobi-brand rechargeable battery and  
15 battery charger the Rundles purchased which is the subject of this lawsuit. Upon information  
16 and belief, TTI-NA is a wholly-owned subsidiary through which TTI manufactures, distributes,  
17 and sells Ryobi-brand power tools and equipment.

18           6.     Upon information and belief, Defendant One World Technologies, Inc., ("One  
19 World") is a Delaware corporation with its principal place of business at Anderson, South  
20 Carolina, that manufactured, distributed, designed, fabricated, and sold or otherwise placed into  
21 the stream of commerce in Washington the Ryobi-brand rechargeable battery and battery charger  
22 the Rundles purchased which is the subject of this lawsuit. Upon information and belief, One  
23 World is a wholly-owned subsidiary through which TTI manufactures, distributes, and sells  
24 Ryobi-brand power tools and equipment.

25           7.     Upon information and belief, Defendant Ryobi Electric Tool Mfg., Inc.,  
26 ("Ryobi") manufactured, distributed, designed, fabricated, and sold or otherwise placed into the

COMPLAINT FOR DAMAGES - 2

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stream of commerce in Washington the Ryobi-brand rechargeable battery and battery charger the Rundles purchased which is the subject of this lawsuit. Upon information and belief, Ryobi is a wholly-owned subsidiary through which TTI manufactures, distributes, and sells Ryobi-brand power tools and equipment.

8. Certain John Doe Individuals and/or Jane Doe Entities who have yet to be identified with particularity may share in fault for this fire and Plaintiff reserves the right to name said parties at a later date.

9. The actions, damages, and losses that give rise to this Complaint were committed or occurred in Camas, Clark County, Washington, and exceed \$1,363,520.31. Venue is thus proper under RCW 4.12.020. Likewise, jurisdiction is proper under RCW 2.080.010.

## II. FACTS

10. On March 18, 2016, a fire occurred at John and Mary Rundle's residence located at 4108 Northwest McIntosh Road in Camas, Washington. The fire damaged the Rundles' home, vehicles, and other personal property.

11. Investigation subsequent to the loss confirmed that the fire was caused by a malfunctioning Ryobi lithium ion rechargeable battery Model P102 and/or Ryobi battery charger Model P118 located on a work bench in the Rundles' garage and in the fire area of origin.

12. The insured states that he had placed the Ryobi battery in the battery charger shortly before the fire.

13. Two 18 volt Ryobi batteries were found with the Ryobi charger in the fire area of origin. One of the Ryobi battery cells explosively vented, thereby causing the fire.

14. The Ryobi charger and batteries were new, purchased by Mr. Rundle in the manufacturer's original packaging as new a few months before the fire occurred.

15. The Ryobi charger and battery were the only items energized and the only viable causes of this fire at the time the fire occurred.

COMPLAINT FOR DAMAGES - 3

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1 16. All witness and physical evidence available indicate that the fire started at the  
2 workbench where the Ryobi charger was charging the Ryobi battery and then spread to the  
3 remainder of the home.

4 17. Upon information and belief, Defendants either collectively, or individually,  
5 manufactured, distributed, designed, fabricated and sold or otherwise placed into the stream of  
6 commerce the malfunctioning Ryobi-brand rechargeable battery and battery charger.

7 18. Under the Rundles' insurance policy, Vigilant has and will make payments to its  
8 insureds covering the damages they sustained because of the fire. Vigilant is equitably,  
9 contractually, and legally subrogated to the rights and remedies that its insureds may have  
10 against third parties to the extent of Vigilant's payments under the policy.

11 19. As a result of Defendants' actions, Plaintiff has incurred damages in an amount  
12 to be proven at trial currently believed to be no less than \$1,363,520.31.

### 13 **III. FIRST CAUSE OF ACTION: STRICT PRODUCTS LIABILITY**

14 (Against all Defendants)

15 20. Plaintiff realleges all preceding paragraphs as though set forth fully here.

16 21. As subrogee of its insureds, Plaintiff Vigilant is properly classified as a  
17 "claimant" under RCW 7.72.010(5) for the purpose of this lawsuit.

18 22. Each defendant is properly classified as a "manufacturer" under RCW  
19 7.72.010(2) because it designed, produced, made, fabricated, constructed, or remanufactured the  
20 subject Ryobi-brand rechargeable battery and/or battery charger for sale to a user or consumer.

21 23. Each defendant is properly classified individually as a "manufacturer" under  
22 RCW 7.72.010(2) because it holds itself out, through its trade name and/or brand name as the  
23 manufacturer of the subject Ryobi-brand rechargeable battery and/or battery charger.

24 24. The Ryobi-brand rechargeable battery and/or battery charger were not reasonably  
25 safe in design in that the foreseeability that the battery and/or charger could ignite and/or ignite  
26

COMPLAINT FOR DAMAGES - 4

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1 nearby items during normal, expected, and foreseeable use outweighed the burden on  
 2 Defendants to design their product in such a manner that it would not create an unreasonable fire  
 3 hazard.

4 25. The Ryobi-brand rechargeable battery and/or battery charger were not reasonably  
 5 safe because adequate warnings and/or instructions were not provided, designed, or located in  
 6 such a manner as to adequately warn ultimate users of the risk associated with the normal and  
 7 foreseeable use of the products. Further, the seriousness of such injury and hazard rendered  
 8 Defendants' warnings or instructions, or lack thereof, inadequate and Defendants could have  
 9 provided warnings or instructions that would have been adequate.

10 26. The Ryobi-brand battery and/or battery charger were not reasonably safe because  
 11 adequate warnings and/or instructions were not provided when Defendants or an otherwise  
 12 prudent manufacturer should have understood the hazards inherent in normal and foreseeable  
 13 use of the rechargeable battery and/or battery charger.

14 27. The Ryobi-brand rechargeable battery and/or battery charger were not reasonably  
 15 safe because an ordinary consumer does not contemplate that using such a product in a normal  
 16 and foreseeable manner will result in its combustion, start a fire, and thereby cause substantial  
 17 property damage.

18 28. Defendants are strictly liable under RCW 7.72.030 for the damages here alleged  
 19 because they were proximately caused by the fact that the subject Ryobi-brand rechargeable  
 20 battery and/or battery charger were not reasonably safe in their construction and/or were  
 21 defectively designed and/or because Defendants failed to issue adequate warnings and/or  
 22 instructions that would have prevented the previously described loss from occurring.

23 29. Defendants are strictly liable under RCW 7.72.030(1) and RCW 7.72.040(1)  
 24 because the subject fire was proximately caused by Defendants' negligence.

25 30. Defendants are strictly liable under RCW 7.72.040(2) in the event that no solvent  
 26 manufacturer is subject to service of process.

COMPLAINT FOR DAMAGES - 5

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31. Defendants are strictly liable under RCW 7.72.040(2) because if Defendants did not manufacture the Ryobi-brand rechargeable battery and/or battery charger, it is highly probable that Plaintiff would be unable to enforce a judgment against any manufacturer.

32. Defendants are strictly liable under RCW 7.72.040(2) because the Ryobi-brand rechargeable battery and/or battery charger were marketed under its trade name and/or brand name.

33. As a result of Defendants' actions or inaction, Plaintiff has incurred damages and losses in an amount to be proven at trial.

#### IV. SECOND CAUSE OF ACTION: NEGLIGENCE

(Against all Defendants)

34. Plaintiff realleges all preceding paragraphs as though set forth fully here.

35. Defendants owed a duty to Plaintiff to exercise reasonable care in the design, assembly, manufacture, distribution, warning, and sale of the Ryobi-brand rechargeable battery and battery charger.

36. Defendants breached their duties by negligently and carelessly designing, assembling, manufacturing, distributing, warning, and/or selling the Ryobi-brand rechargeable battery and/or battery charger.

37. Defendants' aforementioned breaches have resulted in Plaintiff incurring damages.

38. The fire resulted through no fault of Vigilant's insured because they used the products in an appropriate, reasonably prudent, and foreseeable manner.

39. As a direct and proximate result of Defendants' breaches of their duties owed to Plaintiff, Plaintiff suffered damages from the fire.

COMPLAINT FOR DAMAGES - 6

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V. THIRD CAUSE OF ACTION: BREACH OF IMPLIED WARRANTIES OF  
MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

(Against all Defendants)

40. Plaintiff realleges all preceding paragraphs as though set forth fully here.

41. Defendants warranted that the Ryobi-brand rechargeable battery and/or battery charger were merchantable under RCW 62A.2-314 and fit for a particular purpose under RCW 62A.2-315.

42. Defendants breached these warranties because the Ryobi-brand rechargeable battery and/or battery charger were defective in design and/or manufacturing.

43. As a direct and proximate result of Defendants' breaches of its warranties, Plaintiff suffered damages from the fire.

VI. FOURTH CAUSE OF ACTION: VIOLATIONS OF THE MAGNUSON-MOSS  
WARRANTY ACT

(Against all Defendants)

44. Plaintiff realleges all preceding paragraphs as though fully set forth herein.

45. The subject Ryobi-brand rechargeable battery and/or battery charger are consumer products in that they are items of tangible personal property used for personal purposes distributed in commerce.

46. Defendants are the warrantors of the subject Ryobi-brand rechargeable battery and/or battery charger in that they are a supplier or other person who gives or offers to give a written warranty or an implied warranty.

47. Defendants did not meet the conditions of the implied or expressed warranty in that the subject Ryobi-brand rechargeable battery and/or battery charger did not conform to the representation by Defendants that they were fit for use as a battery and/or battery charger because the subject Ryobi products were designed, manufactured, sold, distributed, and introduced into the stream of commerce by Defendants as defective and susceptible to catching fire.

COMPLAINT FOR DAMAGES - 7

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1 48. Plaintiff notified Defendants of the defective condition of the Ryobi-brand  
2 rechargeable battery and/or battery charger.

3 49. Because Defendants' breached their implied or expressed warranties, Plaintiff  
4 was damaged.

5 **VII. FIFTH CAUSE OF ACTION: LIABILITY**

6 (Against John Doe Individuals 1-10 & Jane Doe Entities 1-10)

7 50. Plaintiff realleges all preceding paragraphs as though fully set forth herein.

8 51. The subject Ryobi-brand rechargeable battery and/or battery charger that caused  
9 the fire contained several components, instructions, and written materials which may have  
10 caused and/or contributed to the cause of the fire.

11 52. The subject Ryobi-brand rechargeable battery and/or battery charger, and their  
12 component parts, instructions and written materials may have been designed, manufactured,  
13 branded and/or distributed by other parties, whose identity is currently unknown to Plaintiff.

14 53. If said potentially responsible parties are later identified and subject to  
15 jurisdiction, service of process and enforcement of judgment under Washington law, Plaintiff  
16 have identified John Doe Individuals 1-10 and Jane Doe Entities 1-10 and will amend its  
17 Complaint to substitute said parties in their stead.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 20 A) For damages to property in an amount to be proven at trial;  
21 B) For Plaintiff's costs and expenses incurred herein;  
22 C) For reasonable attorneys' fees as allowed by law;  
23 D) For prejudgment interest as allowed by law from the date of the incident up until  
24 the time of judgment is rendered herein; and  
25  
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COMPLAINT FOR DAMAGES - 8

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(206) 340-1800

1 E) For such other and further relief as the Court deems just and equitable in the  
2 circumstances.

3 DATED this 13<sup>th</sup> day of March, 2018.

4 COZEN O'CONNOR

5  
6 By: 

7 Elizabeth J. Myers, WSBA No. 49448  
8 E-mail: lmyers@cozen.com  
9 Attorney for Plaintiff

10 LEGAL34667882100012.0006.000/384622.000

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COMPLAINT FOR DAMAGES - 9

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SUITE 1900  
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SEATTLE, WASHINGTON 98104  
(206) 340-1000

## ***State Of Delaware***

### Entity Details

5/9/2018 6:11:55PM

File Number: 2115940

Incorporation Date / Formation Date: 1/27/1987

Entity Name: RYOBI ELECTRIC TOOL MFG., INC.

Entity Kind: Corporation

Entity Type: General

Residency: Domestic

State: DELAWARE

Status: Merged

Status Date: 12/31/1995

### **Registered Agent Information**

Name: THE CORPORATION TRUST COMPANY

Address: CORPORATION TRUST CENTER

City: WILMINGTON

Country:

State: DE

Postal Code: 19801

Phone: 302-658-7581

SUPERIOR COURT OF WASHINGTON  
FOR CLARK COUNTY

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Plaintiff,

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ENTITIES 1-10,

Defendants.

Case No. 18-2-05153-7

**NOTICE TO ADVERSE PARTY OF  
REMOVAL TO FEDERAL COURT**

TO: Plaintiff Vigilant Insurance Company and its Attorneys

PLEASE TAKE NOTICE THAT a Notice of Removal of this action was filed in the  
United States District Court, Western District of Washington, Tacoma Division, on May  
10, 2018. The Notice of Removal is attached to this Notice, and is served and filed  
herewith.

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Page 1 - **NOTICE TO ADVERSE PARTY OF REMOVAL TO  
FEDERAL COURT**

4832-9239-3829

Cosgrave Vergeer Kester LLP  
Attorneys  
888 SW Fifth Avenue, Suite 500  
Portland, Oregon 97204  
Telephone: (503) 323-9000  
Facsimile: (503) 323-9019

1 DATED: May 10, 2018.

2 COSGRAVE VERGEER KESTER LLP

3  
4  
5 Timothy J. Fransen, WSBA No. 51110  
6 [tfransen@cosgravelaw.com](mailto:tfransen@cosgravelaw.com)  
7 Telephone: 503-323-9000  
8 Fax: 503-323-9019

9 Attorneys for Defendants

SUPERIOR COURT OF WASHINGTON  
FOR CLARK COUNTY

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Defendants.

Case No. 18-2-05153-7

**NOTICE TO CLERK OF COURT OF  
REMOVAL OF ACTION**

TO: THE CLERK OF THE CLARK COUNTY SUPERIOR COURT

PLEASE TAKE NOTICE that a Notice of Removal of this action was filed in the  
United States District Court for the Western District of Washington on May 10, 2018,  
under Federal Court Case No. \_\_\_\_\_. A copy of the Notice of Removal  
is attached hereto as Exhibit A.

///

///

Page 1 - **NOTICE TO CLERK OF COURT OF REMOVAL OF  
ACTION**

Cosgrave Vergeer Kester LLP  
Attorneys  
888 SW Fifth Avenue, Suite 500  
Portland, Oregon 97204  
Telephone: (503) 323-9000  
Facsimile: (503) 323-9019

4847-1917-8085



1 DATES: May 10, 2018.

2 COSGRAVE VERGEER KESTER LLP

3  
4  
5 Timothy J. Fransen, WSBA No. 51110  
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